EXHIBIT
2

CEMEX
PUERTO RICO

# Cement Plant Defined Structures and Equipments Demolition

## Requirements and Scope of Work

J-J-B

**Done by**
**José M. Fraticelli**
**Maintenance Manager**
**September 15, 2006**

**Authorized by**
**Ramiro Lozano**
**Cement Operations Director**

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# CONTRATO DE DESMONTAJE Y VENTA DE CHATARRA

Entre nosotros, **CEMEX (Puerto Rico)**, número 66-0189552, empresa domicilada en Ponce, Puerto Rico, representada en este acto por Juan T. Emmanuelli; **y Canopy Ecoterra** (COMPRADOR), convenimos en otorgar el presente contrato a firmar para el desmontaje y venta de chatarra, el cual se regirá por las leyes del Estado Libre Asociado de Puerto Rico, y por las cláusulas que a continuación se enumeran, las que son de acatamiento obligatorio entre las partes:

PRIMERA: CEMEX es dueña del Anexo A.

SEGUNDA: Canopy Ecoterra desea adquirir por el precio que se indicará la chatarra producto del desmontaje del Anexo A, obras que estarán a cargo de Canopy Ecoterra.

TERCERA: El precio pactado entre las partes es de $23 por tonelada, moneda de curso legal de los Estados Unidos de América, que cancelará Canopy Ecoterra a CEMEX POR TONELADA EN PIE en un periodo de 90 días después de removido el material. Este precio INCLUYE el desmontaje del anexo A.

CUARTA: El cálculo del monto a cancelar se determinará por todo el material que deberá ser pasado por báscula.

QUINTA: Las partes estiman que la cantidad de chatarra es de 7000 toneladas (pudiendo ser más, según la cantidad que se obtenga del desmontaje).

SEXTA: Como condiciones especiales y de desmontaje las partes acuerdan las siguientes:

1.- EL COMPRADOR debe disponer de un sistema de levante (grúa), mecánico o hidráulico que permita paso a paso depositar cada pieza a nivel de piso. La grúa puede ser móvil o estacionaria modular de capacidad adecuada. Dependiendo del tamaño de grúa que se utilice, si fuera necesario demoler algún edificio, el mismo debería ser reconstruido por EL COMPRADOR en la proporción que se demolió. Cada equipo utilizado debe de tener el tamaño o capacidad acorde con el peso y volumen de la piezas que se van a mover.

2.- Por seguridad no se permite el lanzamiento de objetos de la parte superior hacia el piso de ningún tipo; para piezas menudas y tortillería, se recomienda el uso de una canasta.

3.- En el caso de los hornos, debe de considerarse que los mismos están forrados internamente con ladrillo o concreto refractario que tiene un peso bastante considerable, el cual debe de removerse en forma segura hasta depositarlo a nivel de piso, para luego trasladarlo al lugar destinado en planta, mientras EL COMPRADOR los desecha fuera de planta.

4.- A la hora de subir o bajar objetos, se debe tener cuidado de no dañar las estructuras aledañas, llámese horno, silos de almacén, pasarelas, edificios y sus techos. En caso que existir algún daño en alguna estructura producto de la operación de desmontaje por parte del EL COMPRADOR, este debe de ser reparado totalmente por cuenta de Canopy Ecoterra.

5.- EL COMPRADOR para realizar las maniobras de desarme debe de garantizar que tanto el equipo de levante como el personal operario, sean de la capacidad adecuada y con suficiente conocimiento y experiencia para la movilización de piezas de formas irregulares, pesos y alturas grandes.

6.- EL COMPRADOR debe de contar con todas las pólizas respectivas al día y presentar la evidencia previa al inicio de las obras. También debe de presentar anticipadamente (semana anterior) una lista actualizada del personal involucrado en los trabajos con sus respectivas funciones y una lista del equipo que ingresa a planta.

7.- Durante el proceso de desarme, debe existir permanentemente un inspector de seguridad por parte de Canopy Ecoterra que supervise cada fase y movimiento de piezas y debe ser diferente al capataz.

8.- Por aspectos de seguridad el trabajo de desarme y movilización de aérea de piezas se realizaría solo en horas del día, no se permitirá laborar de noche o con poca visibilidad.

9.- No existe compromiso alguno por parte de CEMEX en cuanto a renta o alquiler de equipo móvil o herramientas.

10.- Por aspectos de seguridad, no se permitiría el merodeo de personas por contrato ni contratistas por las secciones aledañas ni en el resto de planta.

11.- Se destinará para el almacenamiento de materiales durante el proceso de desarme el área asignada por el Director de Planta.

12.- El desarme de las estructuras seria lo mencionado en el Anexo A.

13.- Se fija como plazo máximo para desarmar el equipo de 365 días, y como plazo máximo para que una vez terminados los trabajos de desarme, los materiales sean retirados de planta y los desechos puestos en su lugar de 30 días.

14.- EL COMPRADOR debe de asegurar la existencia y funcionamiento de una cabina sanitaria por cada 8 personas durante el tiempo que dure el desarme.

15.- En caso de que se noten actos inseguros o no-cumplimiento de las normas de seguridad, CEMEX se reserva el derecho de detener parcialmente o totalmente los trabajos y continuar en el momento que se corrija la situación o cuando lo considere conveniente.

16.- EL COMPRADOR se compromete a respetar dentro de la planta todas las normas de seguridad de CEMEX, así como el uso de equipo de protección personal, llámese casco, gafas, mascarillas, guantes, etc. (se entregará un manual de seguridad).

17.- CEMEX dispondrá de un espacio, para que EL COMPRADOR acondicione un sitio para almacén de herramientas y toma de alimentos; no se permite la preparación de alimentos ni el hospedaje en este lugar. EL COMPRADOR debe de mantener el orden y limpieza del mismo, durante y luego de finalizar los trabajos.

18.- En caso que durante el proceso de desmontaje CEMEX tenga alguna necesidad de material específico que este dentro de la estructura, CEMEX tendrá la opción de retener el material.

SEPTIMA: Queda claro que EL COMPRADOR emplea su propio personal en las obras de desmontaje, por lo que asume la responsabilidad de todo accidente o daño causado tanto a su personal como a personal o a las instalaciones de CEMEX. Para ello EL COMPRADOR manifiesta expresamente que cuenta con todas las pólizas y seguros necesarios para asumir la responsabilidad laboral para con su personal y la responsabilidad civil para con Cemex y sus funcionarios.

OCTAVA: Cualquier daño o accidente ocurrido por parte de personal de EL COMPRADOR o en el proceso de desmontaje, traslado, almacenamiento será asumido única y exclusivamente por EL COMPRADOR, quedando CEMEX exonerada desde este acto de las consecuencias de dichos daños o accidentes.

NOVENA: CEMEX podrá dar por terminado este contrato anticipadamente y de pleno derecho si EL COMPRADOR incumple con cualquiera de las condiciones y obligaciones señaladas en las cláusulas sexta, sétima y octava.

DECIMA: EL COMPRADOR se compromete a mantener en reserva y no divulgar ni revelar directa ni indirectamente a terceras personas la información comercial ni técnica de las actividades de CEMEX a que tenga acceso con ocasión de las obras enumeradas en este contrato.

*Si por causa de fuerza mayor (sea huracán, terremoto o cualquier otro tipo no mencionado en este contrato) hay un retraso en la obra, o se encuentra que el total del material recolectado es menor del 50%

enumerado en la quinta cláusula, las ganancias se dividirán en partes iguales.

| | |
|---|---|
| Ignacio Barsottelli | Juan T. Emmanuelli |
| Canopy Ecoterra | Cemex De Puerto Rico, Inc. |

CEMEX PUERTO RICO

## 1.0 Introduction

In order to replace existing non-utilized equipment and machinery, CEMEX Puerto Rico has decided to perform a selective demolition of above ground utilities throughout the plant facilities located at Ponce, Puerto Rico. These equipments and machinery removals will improve the physical aspect of the plant at the same time will permit the use of the areas to other future projects.

## 2.0 Scope of Work

It is required to the contractors to furnish all design, labor, materials, supervision, tools, insurances, necessary equipment required for, and all the necessary permits of the corresponding agencies for the demolition of some selected metal and concrete structures at CEMEX Puerto Rico in Ponce.

Every removal and demolition activities shall be executed in fully and strictly compliance with the provisions and regulations of the corresponding local, state and federal government agencies that may have inherency with this project. The contractor will be totally responsible for all permitting that might apply during the execution of every activity during this project.

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Every removal and demolition activities shall be executed in fully accordance with CEMEX personnel without interfering plant production and maintenance activities.

It is intended with this project to dismantle, remove and transport out of plant facilities the following main equipments including their auxiliary's equipments:

1. Kiln No.1, electrostatic precipitator, chimney, cooler and kiln firing equipments
2. Kiln No.2, electrostatic precipitator, chimney, cooler and kiln firing equipments.
3. Kiln No 3, electrostatic precipitator, chimney, cooler and kiln firing equipments.
4. Kiln No.4, electrostatic precipitator, chimney, cooler and kiln firing equipments.
5. Kiln No.2, 3, 4 and 5 Secondary Precipitator, Induced Draft Fan, chimney and ducts.
6. Kiln No. 2, 3, 4, and 5 Slurry Feed Tower including equipments and structures.
7. Kiln No. 6 Slurry Feed Tower including equipments and structures.
8. Old Alkaline By Pass Spray Tower No. 2 including structures, equipments and ducts.

CEMEX PUERTO RICO

9. Cement Mill # 2 including auxiliary equipments.
10. Cement Mill # 3 including auxiliary equipments.
11. Cement Mill # 4 including auxiliary equipments.
12. Cement Mill # 5 including auxiliary equipments.
13. Cement Mill # 7 including auxiliary equipments, except mill main gear, mill pinion shaft and mill motor rotor.
14. Cement Mill # 10 including auxiliary equipments.
15. Old Saint Regis Cement Bags Packing Machines, belt conveyors and Dust Collectors, except building structures and concrete floor demolition.
16. Scrapped loaders, tractors and overhaul trucks located backside the Heavy Equipments Shop.
17. Scrapped containers, forklifts and other utilitarian vehicles backside Light Equipments Shop.
18. Remained metal scrap at Lime Plant areas.
19. Metal scrap resulted from plant maintenance activities during the project duration.

It is included on this scope of work the demolition of every concrete base for the above list of equipments, except as noted. The concrete base demolition should be until plant base elevation 74 ft. -0 in. above sea level.

J.T.B.

During the removal and demolition operations, the contractor shall protect all existing site structures, piping, conduits, equipment and facilities against damage, and shall perform the activities in a manner that in no way endangers the existing site facilities or the structures that will remain in the site.

The contractor shall furnish and immediately upon the start of the work and shall maintain for the duration of the activities, adequate temporary barriers or fences to prevent access of unauthorized personnel to the demolition area.

The contractor will establish engineering techniques to control fugitive dust or any other emission during the removal demolition work.

The contractor will maintain all access and roads to the project, reasonably free of accumulated debris or scrap.

The contractor will obtain a PFE permit (Permiso de Operación de Fuente de Emisión) prior to the implosion of the concrete stacks and any other permits that could apply. The contractor will be responsible of a "free of dust operation", so the surrounds communities will be protected. The contractor shall dispose out of the plant the salvage materials and scrap resulting from such works.

The contractor will follow and comply with CEMEX Puerto Rico safety policy and shall be subject to inspection by CEMEX's supervisors.

CEMEX PUERTO RICO

The contractor will follow and comply with CEMEX Puerto Rico environmental policy and shall be subject to inspection by CEMEX's supervisors.

In order to assure all the demolition activities to be executed in accordance with this document, the contractor shall permanently maintain a competent person or an engineer at the demolition site. This person will be well know by CEMEX Puerto Rico Management personnel.

CEMEX Puerto Rico will be responsible for:

1. Prior to the commencement of the work, personnel of CEMEX Puerto Rico must identify every structure that is planned to remain. It is responsibility of CEMEX Puerto Rico to identify every single piece of equipment to be removed. CEMEX Puerto Rico will proportionate a Plant Site view drawing showing those equipments to be removed. CEMEX Puerto Rico will be responsible to verify and submit a written guarantee, certifying that all equipment or devices being to be dismantled are not energized. These will include all power and control lines, compressed air pipe lines, vapor pipe lines and used oil pipe lines. CEMEX Puerto Rico will identify these pipes lines with a Color Chart that will be issued later.
2. CEMEX Puerto Rico must allow the contractor the use of plant site streets or access in coordination with CEMEX personnel.
3. CEMEX Puerto Rico shall identify the route to be used in transporting the removed equipments or any recovered material.
4. CEMEX Puerto Rico shall identify an appropriate area to place the containers that will be used for material storage.
5. CEMEX Puerto Rico shall make the necessary arrangements to provide all necessary utilities such as water and electricity during the demolition period.
6. CEMEX Puerto Rico must provide the contractor with a written purchase order ($0.00) or a Contract in order to obtain the Workers Compensation Premium for this specific project.

J.J.L.

The contractor will be responsible for:

1. The contractor shall furnish all design, labor, materials, supervision, tools, insurances, all necessary equipment required to, and all the necessary permits of the corresponding agencies (local, state or federal) for the demolition of the selected metal and concrete structures at CEMEX Puerto Rico in Ponce.
2. The contractor shall execute every demolition activity in fully and strictly compliance with the provisions and regulations of the corresponding local, state and federal government agencies that may have inherency with this project.

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Maintenance Manager
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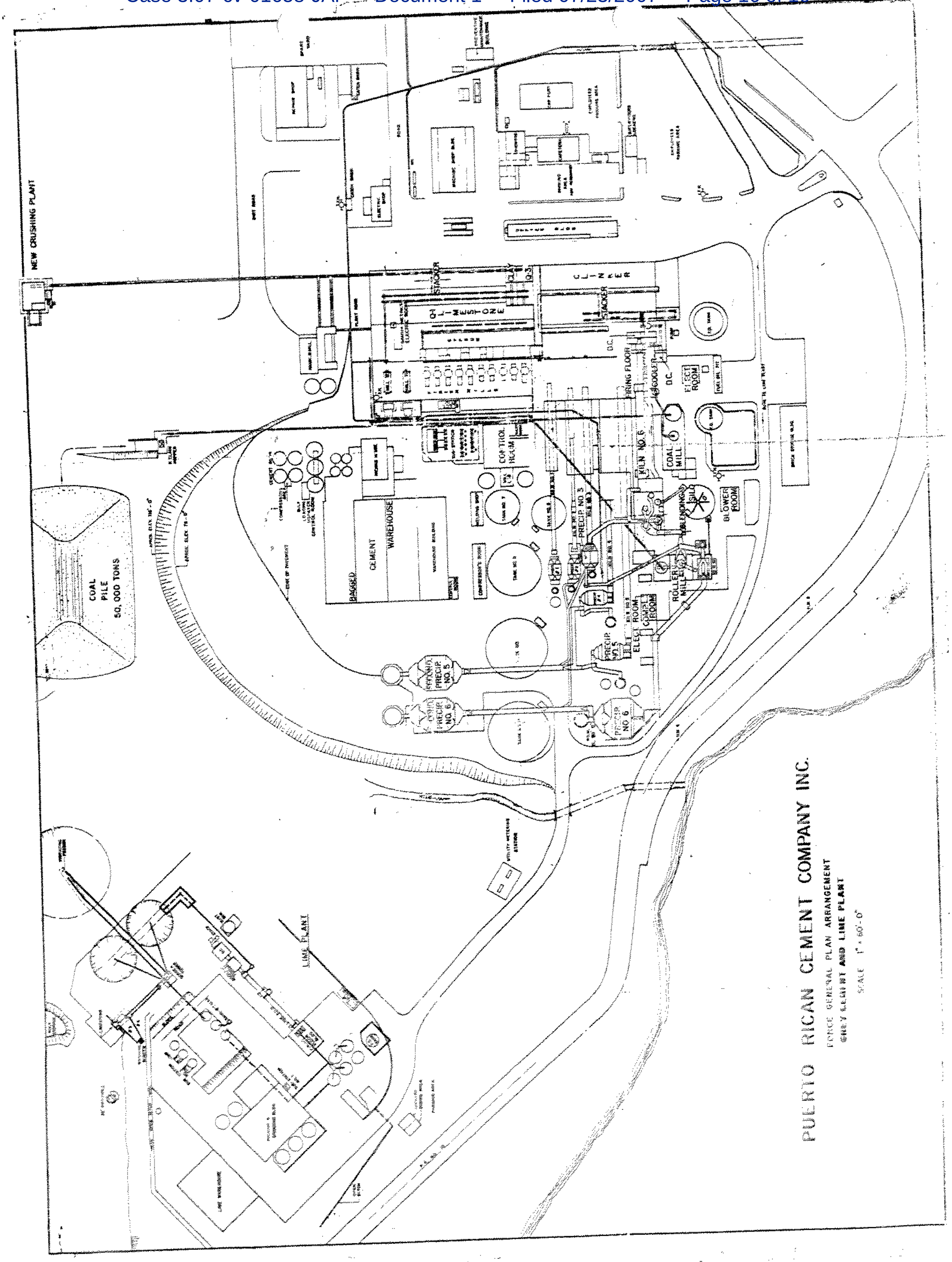
Cement Operations Director


PUERTO RICAN CEMENT COMPANY INC.
PONCE GENERAL PLAN ARRANGEMENT
GREY CEMENT AND LIME PLANT
SCALE 1" = 60'-0"
NEW CRUSHING PLANT
COAL
PILE
50,000 TONS
LIME PLANT
CEMENT
WAREHOUSE
BAGGED
CONTROL
ROOM
LIMESTONE
CLAY
STACKER
CLINKER
KILN NO. 6
COAL
MILL
PRECIP. NO. 3
PRECIP. NO. 5
PRECIP. NO. 6
ROLLER
MILL
BLENDING SILO
BLOWER
ROOM
ELECT.
ROOM
FIRING FLOOR
COOLER
D.C.